



## PURCHASER AGREEMENT

### **Prices, Payment and Risk of Loss**

a.) Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the Goods.

b.) All buildings are planned Risk Category 1 unless requested otherwise by the customer.

c.) USA Steel Buildings, Inc. reserves the right to update or change any pricing discrepancies made by dealer.

d.) Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation. An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc.

e.) Buyer may delay the delivery and installation for up to 60 days with no price increase. After 60 days the order is subject to any price increase that arises. In no event will USA Steel Buildings, Inc. be liable for any damage or consequential damages resulting in any delay in delivery or installation of the unit. Average lead times range from 2-8 weeks, once all required permits are received, however this is not a guarantee.

f.) Customer expressly agrees that the carport/garage/barn/etc.. shall remain property of USA Steel Buildings, Inc. until payment is made in full.

g.) USA Steel Buildings, Inc. hereby retains a purchase money security interest in said building as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where building is being installed. Failure to pay will result in repossession of unit. This does not relieve the customer from liability for specific performance of the contract including legal fees and court costs, at the sellers expense.

h.) Balance due to be paid in FULL at time of completion of building, to USA Steel Buildings, Inc. by Cashiers-check, Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS, COMPANY CHECKS OR CASH PAYMENTS will be accepted.

i.) USA Steel Buildings, Inc. holds the right to make any exceptions to the above clause. If payment is made in check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to change additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge.

j.) USA Steel Buildings, Inc. will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due.

k.) USA Steel Buildings, Inc. reserves the right to cancel any order at anytime.

l.) A restock fee of 5% or \$150, whichever is more, will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and unlevel sites.

**Delivery.** Shipping and installation dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping orders or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installer running behind, accidents, etc. Buyer agrees to give Seller up to 3 installation attempts to deliver said product.

**Workmanship Warranty.** All buildings have a 90 day workmanship warranty effective upon day of installation (manufactured panels are warranted for 20 years assuming regular care and maintenance, - installation workmanship is warranted for 90 days - vertical roofs are warranted for 20 years). Any installation concern must be reported within 30 days beginning the date of installation. USA Steel Buildings, Inc. is not liable for any damages as a result of any inclement weather. Unlevel lots, and customer modifications will void said warranty.

a.) USA Steel Buildings, Inc. strongly recommends buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. Buildings purchased with a frame length of 30 foot or longer that do not have vertical roofs will forfeit the 20 year limited warranty on paneling except in states that allow delivery of seamless 36 foot paneling. 6" overhang on front and back. Frame lengths are as follows: 21'=20' Frame, 26'=25' Frame, 31'=30' and so on. Cement pad to match frame length.

### **Customer Responsible for Locating Underground Utilities.**

It is the responsibility of the customer to provide the factory approved independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may

include contacting the utility company to request that the locations of the underground utilities be marked. USA Steel Buildings, Inc. is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless USA Steel Buildings, Inc. from any liability and costs, including attorney fees, for such damages. Customer is responsible for obtaining building permits as needed for installation.

**Warranty Disclaimer.** There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. Buyer must have original copy of this document at time of claim.

**Limitation on Liability.** In no event will seller be liable to buyer and/or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

**Warranty Limited to Original Purchaser.** This warranty extends only to the original purchaser of the product warranted by this document. Buyer must have original copy of this document at time of claim. Said warranty does not extend to transferee owners of the product.

**Exclusions and Limitations.** USA Steel Buildings, Inc. does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. USA Steel Buildings, Inc. does not warrant or guarantee any product in snow or ice to prevent collapse. USA Steel Buildings, Inc. does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall USA Steel Buildings, Inc. be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, USA Steel Buildings, Inc. does not warrant any damages caused to product resulting from or after movement of the structure from the original installation point.

### **Modification of Structure Voids Warranty.**

Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by USA Steel Buildings, Inc. will VOID all warranties. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.

### **Claims Procedure.**

a.) USA Steel Buildings, Inc. must have a reasonable opportunity to inspect the claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. USA Steel Buildings, Inc. holds the right to require proof (e.g. photos), if needed, via e-mail or mail before writing up any repairs and/or claim.

b.) Any claims beyond this document involving litigation or arbitration will be disputed in the Surry County District Court.

### **Additional Terms, Conditions, Warranties etc.**

a.) Lot must be level prior to installation, otherwise unit may be installed 'as is' and any and all warranties will be void.

b.) Anchors - all units are secured with anchors that pass through the base rail of the frame and into the ground (concrete, asphalt, etc.). The base rail is affixed only to the installation surface with those anchors and the buyer is aware of and understands and agrees that he/she may experience water leakage under the baserail.

c.) Refunds - in the event buyer cancels the order, buyer will receive no refund of the down payment. Specifically, there are NO REFUNDS on special orders.

d.) The parties attest that this agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior written or oral communications, representations and agreements relating to the subject matter of this agreement. The terms of this agreement, save and except the price term in the event of a pricing error/change order, may be modified or amended by a written instrument executed by the parties hereto.

I have read and completely understand the above terms and give my approval of installation of the unit as described on the front page of this document.

**ALL TERMS ABOVE AGREED TO BY CUSTOMER.**

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_